

THIS ANCILLARY LEASE is made on **4 APRIL 2003**

BETWEEN

LONDON UNDERGROUND LIMITED whose registered office is at 55 Broadway London SW1H 0BD (company registration number 01900907) (*LUL*)

INFRACO BCV LIMITED whose registered office is at 55 Broadway London SW1 0BD (company registration number 03923496) (*Infraco*)

WHEREAS

A. This Ancillary Lease is ancillary to the lease (the *Principal Lease*) dated 4 APRIL 2003 made between LUL and Infraco granted pursuant to the agreement between them (the *PPP Contract*) relating to part of the Underground Network.

B. It has been agreed that LUL will grant to Infraco an ancillary lease of the property short particulars of which are set out in the First Schedule (the *Ancillary Lease Premises*).

NOW THIS DEED WITNESSES as follows:

INTERPRETATION

1.1 To the extent applicable, the provisions of this Ancillary Lease shall be interpreted in accordance with clause 1.2 of the Master Definitions Agreement made between LUL, Infraco, JNP and SSL (the *MDA*).

1.2 Words and expressions used in this Ancillary Lease shall, to the extent applicable and unless defined herein or the context otherwise requires, have the meaning assigned to them in Schedule 2 of the MDA or in the Ancillary Lease.

1.3 LUL and Infraco agree that the provisions of the PPP Contract and the obligations under it shall be of primary importance when the terms of this Ancillary Lease are being construed and thus:

- (a) in so far as there may be any inconsistency between any term of this Ancillary Lease and any term of the PPP Contract then the term in this Ancillary Lease shall be construed so far as possible so as to give full effect to the terms of the PPP Contract and the intentions of the parties to this Ancillary Lease as expressed in the PPP Contract but where the inconsistency shall be between a less specific/detailed provision in the PPP Contract or the Ancillary Lease and a more specific/detailed provision in the other document then the more specific/detailed provision shall prevail; and
- (b) references to the PPP Contract shall mean as it may be varied modified or substituted from time to time.

1.4 In this Ancillary Lease the expression Infraco includes Infraco's permitted successors in title (if any) and the expression LUL includes the estate owner for the

time being of the reversion immediately expectant on the Termination of the term granted by this Ancillary Lease (*Ancillary Lease Term*).

DEMISE

2. LUL **HEREBY DEMISES** to Infraco the Ancillary Lease Premises, **TOGETHER WITH** but **EXCEPTING AND RESERVING** the rights mentioned in the Principal Lease **TO HOLD** them from the Start Date for the unexpired residue of the term (less one day) granted by the superior lease details of which are set out in the Second Schedule (the *Superior Lease*) **SUBJECT TO** the covenants conditions and (so far as subsisting) any other matters contained or referred to in the Principal Lease.

TERMS

3.1 LUL and Infraco hereby agree that, except as to the premises the term of years granted and any additional covenants and provisions set out in this Ancillary Lease the covenants conditions and other provisions contained in the Principal Lease shall apply to the Ancillary Lease Premises as if they had been repeated in this Ancillary Lease in full with such modifications only as are necessary to make them applicable to this letting (including but not limited to the changes set out in the Third Schedule hereto).

3.2 The remedies applied to the Principal Lease by the PPP Contract shall extend to the Ancillary Lease Premises and to breaches of any of the covenants and conditions contained in this Ancillary Lease.

3.3 If the Principal Lease or the Superior Lease is determined as to the whole or any part of the premises thereby demised at any time and by any means then the term of years created by this Ancillary Lease shall immediately and automatically determine:

- (i) as to the whole of the Ancillary Lease Premises where the Principal Lease is determined as a whole; and
- (ii) as to the whole or pro tanto where the whole or any part of the Superior Lease is determined

(but without prejudice to the rights and remedies of the parties in respect of any prior breach of covenant or condition contained in this Ancillary Lease).

INFRACO’S COVENANT

4. Infraco covenants with LUL to observe and perform the covenants on the tenant’s part contained in the Principal Lease as if they were set out in this Ancillary Lease in full but modified when and to the extent necessary to make them apply to the Ancillary Lease Premises.

LUL'S COVENANT

5. LUL covenants with Infraco to observe and perform the covenants on the landlord's part contained in the Principal Lease as if they were set out in this Ancillary Lease in full but modified when and to the extent necessary to make them apply to the Ancillary Lease Premises.

GLA ACT CERTIFICATION

6. The parties hereby certify that this Ancillary Lease is a PPP lease for the purposes of section 218 of the GLA Act.

CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999

7. A person who is not a party to this Ancillary Lease shall have no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any of its terms.

DULY DELIVERED as a **DEED** on the date inserted on page 1.

THE FIRST SCHEDULE

The Ancillary Lease Premises

Land at Queen's Park Station as demised by the Superior Lease.

THE SECOND SCHEDULE

Superior Lease

Lease dated 9 July 1996 made between Railtrack PLC (1) and LUL (2) for a term of 50 years commencing on 1 April 1989 and expiring on 31 March 2039.

THE THIRD SCHEDULE

Variations to the Principal Lease for the purposes of the Ancillary Lease

The following expressions in the Principal Lease shall be read and construed in this Ancillary Lease as follows:

- (a) *Leased Areas* shall be read as references to the Ancillary Lease Premises;
- (b) *Lease Term* shall be read as references to the Ancillary Lease Term;
- (c) *Underlease* shall be read as references to the Ancillary Underlease;
- (d) *Underlet Premises* shall be read as references to the Ancillary Underlease Premises; and
- (e) *this Lease* shall be read as a reference to this Ancillary Lease.

EXECUTED as a **DEED** under the)
COMMON SEAL of)
LONDON UNDERGROUND)
LIMITED in the presence of:)

Director **MARTIN CALLAGHAN**

Secretary **FRANCES LOW**

EXECUTED as a **DEED** by)
INFRACO BCV LIMITED)
acting by two directors)
a director and the secretary)

Director **MARTIN CALLAGHAN**

Secretary **FRANCES LOW**

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4 APRIL 2003

LONDON UNDERGROUND LIMITED

INFRACO BCV LIMITED

**ANCILLARY LEASE:
QUEENS PARK**

